



2024:DHC:5921



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **ARB.P. 930/2023**

NARESH AGRAWAL

.....Petitioner

Through: **Ms. Samakshi Garg, Adv.**

versus

RAJESH NARANG

.....Respondent

Through: **None**

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR

ORDER (ORAL)

07.08.2024

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1. This is a petition under Section 11(6) of the Arbitration and Conciliation Act 1996¹ for reference of the dispute between the parties to arbitration.

2. Despite service, there is no response on behalf of the respondent, nor is the respondent available when the matter is called out for hearing today.

3. I have heard Ms. Samakshi Garg, learned Counsel for the petitioner and perused the material on record.

4. The dispute arises in the context of a Rent Agreement executed between the parties and notarised on 21 September 2021. The Agreement contains the following clause, envisaging resolution of

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disputes by arbitration:

“15. That it has been agreed between the parties that in case of any dispute between the parties hereto arising out of this agreement or in relation thereto or with regard to the interpretation of this agreement shall be referred to the arbitrator and adjudicated and proceeded according to his rules and regulations, Further, the decision of arbitrator would be binding upon both the parties and the award passed after this arbitration proceedings shall be treated as a decree of court for the purpose execution and appeal”.

5. Disputes having arisen between the parties, the petitioner invoked the aforesaid clause and, by letter dated 5 April 2023, addressed to the respondent, sought reference of the dispute to arbitration.

6. There is no response from the respondent. The petitioner has approached this Court under Section 11(6) of the 1996 Act, seeking reference of the dispute to arbitration.

7. In a Section 11(6) petition, the Court is only required to satisfy itself that an arbitration agreement exists between the parties and that the Section 11(6) petition has been filed within three years of the Section 21 notice.

8. Both these requirements stand satisfied in the present case.

9. Accordingly, the disputes between the parties stand referred to arbitration by Delhi International Arbitration Centre (DIAC), which would nominate a suitable arbitrator to arbitrate on the dispute between the parties.

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10. The arbitration would take place under the aegis of the DIAC and would abide by its rules and regulations.

11. The petition stands allowed in the aforesaid terms.

C. HARI SHANKAR, J

AUGUST 7, 2024

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Click here to check corrigendum, if any

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